

JPA / ECS File No.: 05-060
AG Contract No.: KR06-0115-TRN
Project: Sewer Storm Drain
Section: SR 179 Village of
Oak Creek
TRACS No.: H3414 01C H34314 12D
Budget Source Item No.: 21806

INTERGOVERNMENTAL AGREEMENT

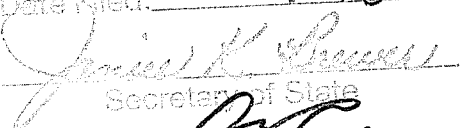
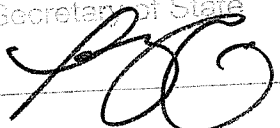
BETWEEN
THE STATE OF ARIZONA
AND
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT

THIS AGREEMENT is entered into this date 18th of April, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY FLOOD CONTROL DISTRICT, acting by and through its CHAIRMAN and BOARD OF DIRECTORS (the "District").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The District is empowered by Arizona Revised Statutes § 48-3603 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the District.
3. Incident to an ongoing State roadway improvement project on SR 179, the District has requested the State to upgrade a sewer storm drain located on SR 179, Village of Oak Creek to North Forest Boundary MP 304.5 to 310.3 herein after referred to as the "Project". The District shall be responsible for the costs of the sewer storm drain upgrades for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28185
Filed with the Secretary of State
Date Filed: 4-18-06

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit same to the District for comments as appropriate

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State.

c. Upon execution of this Agreement provide the District with an invoice (with attached itemized list) in an amount currently estimated at \$220,515.00, which is based upon a percentage of the bid items as detailed in the attachment and includes fixed fees for design work, item costs for mobilization, traffic control and surveying totaling 20% of the construction costs, and item costs for construction engineering and administration totaling 20% for the construction costs. Once the Project costs have been finalized the State will either invoice or reimburse the District for the difference between estimated and actual costs.

d. Upon completion of the Project perform the final inspection and notify the District in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

2. The District shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. Be responsible for any design consultant and contractor claims for additional compensation caused by Project delays attributable to the District.

c. Upon execution of this Agreement and receipt of an invoice from the State, remit to the State the estimated amount of \$220,515.00, including the fixed fee for design and 20% for mobilization, traffic control and surveying and additional 20% for construction engineering and administration. Once the Project costs have been finalized the State will either invoice or reimburse the District for the difference between estimated and actual costs.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for maintenance, provided by the District shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to other party. It is understood and agreed that, in the event the District cancels this Agreement, the State shall in no way be obligated to maintain said Project.

2. The parties to this Agreement agree that the State shall be indemnified and held harmless for the vicarious liability of the State as a result of entering into this Agreement. Each party to this Agreement is responsible for its own negligence.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
Phone: (602) 712-7525
FAX: (602) 712-7424

Yavapai County Flood Control District
Attn: Mike Willett or Ken Spedding
1100 Commerce Drive
Prescott, Arizona
Phone: (928) 777-7521
Email mike.willett@co.Yavapai.az.us
Email Ken.spedding@co.Yavapai.az.us

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

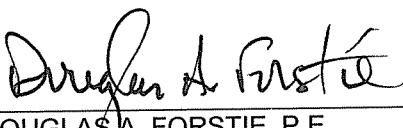
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

YAVAPAI COUNTY FLOOD CONTROL DISTRICT

STATE OF ARIZONA

Department of Transportation

By 
THOMAS THURMAN, CHAIRMAN
Board of Directors

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
BEV STADDON
Clerk of the Board

G: 05-060-Yavapai-Storm Drain
Village of Oak Creek to North Forest Boundary
REVISED February 14, 2006 - LY

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:


I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: March 20, 2006.

The entry in the said minutes:

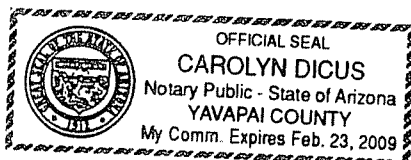
The Board considered approval of an intergovernmental agreement with ADOT to upgrade a sewer storm drain located on S.R. 179 (Village of Oak Creek to North Forest Boundary) at a cost to the District of approximately \$220,515. Mr. Bourdon said that this would allow for upgrading 124 linear feet of storm drain in conjunction with an upgrade project on S.R. 179. Mr. Spedding said that ADOT was putting in a storm sewer anyhow and because of some drainage concerns in County areas staff was working with ADOT to make the storm sewer larger and longer in order to address those concerns. Upon a motion by Director Davis, seconded by Director Springer, the Board voted unanimously to approve the agreement.


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me April 3, 2006.

My Commission Expires:


Notary Public

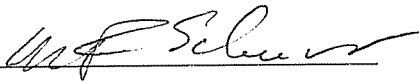


ATTORNEY APPROVAL FORM

FOR THE YAVAPAI COUNTY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and YAVAPAI COUNTY, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28th day of February, 2006.



Attorney

**ADOT JPA
Yavapai County
Summary of JPA Costs**

Item	Cost			Description
	Design	Construction	Total	
Storm Drain & Inlet Upgrade				Storm drain upgrade from 72" to 84" and Improved Inlet configuration at Oak Creek Golf Course.
	\$30,000	\$131,260	\$161,260	
SubTotal:	\$30,000	\$131,260	\$161,260	
Maintenance of Traffic	\$0	\$10,501	\$10,501	8% of Construction Cost
Construction Surveying and Layout	\$0	\$2,625	\$2,625	2% of Construction Cost
Mobilization	\$0	\$13,126	\$13,126	10% of Construction Cost
Subtotal	\$30,000	\$157,512	\$187,512	
15% Construction Engineering	\$0	\$23,627	\$23,627	
5% Engineering Administration	\$1,500	\$7,876	\$9,376	
Total	\$31,500	\$189,015	\$220,515	

Village of Oak Creek
Storm Drain and Inlet Upgrade
Cost Estimate Summary

Engineer's Estimate Version
JPA
Date: 11/11/05

Item No	Item Description	Unit	Quantity	Unit Price	Amount	ADOT %	Yavapai County %	ADOT Cost	Yavapai County
5010060	Upgrade PIPE, CORRUGATED METAL, 78"	LFT.	2050	\$400.00	\$820,000	90.00%	10.00%	\$738,000	\$82,000
5010065	Upgrade PIPE, CORRUGATED METAL, 84"	LFT.	428	\$450.00	\$192,600	90.00%	10.00%	\$173,340	\$19,260
5030162	Upgrade INLET STRUCTURE (DETAIL SD3)	EACH	1	\$25,000.00	\$25,000	25.00%	75.00%	\$6,250	\$18,750
5030163	Upgrade INLET STRUCTURE (DETAIL X)	EACH	1	\$6,000.00	\$6,000	25.00%	75.00%	\$1,500	\$4,500
5030167	Upgrade OUTLET STRUCTURE (DETAIL Y)	EACH	1	\$9,000.00	\$9,000	25.00%	75.00%	\$2,250	\$6,750
					\$1,052,600			\$921,340	\$131,260

TRACS NO: H 3414 01C

Village of Oak Creek
Storm Drain and Inlet Upgrade
Cost Estimate Summary

Engineer's Estimate Version
JPA
Date: 11/11/05

Item No	Item Description	Unit	Quantity	Unit Price	Amount	Total
5010055	Base PIPE, CORRUGATED METAL, 72"	L.FT.	2050	\$350.00	\$717,500.00	
5010060	Base PIPE, CORRUGATED METAL, 78"	L.FT.	428	\$400.00	\$171,200.00	
						\$888,700.00
5010060	Upgrade PIPE, CORRUGATED METAL, 78"	L.FT.	2050	\$400.00	\$820,000.00	
5010065	Upgrade PIPE, CORRUGATED METAL, 84"	L.FT.	428	\$450.00	\$192,600.00	
						\$1,012,600.00

Percentage Difference

12%


Say 90/10%

5030183	Base DROP INLET (C-15.75)	EACH	1	\$4,000.00	\$4,000.00	
6016088	Base HEADWALL (B-11.12)(SINGLE PIPE)	EACH	1	\$6,000.00	\$6,000.00	
						\$10,000.00
5030162	Upgrade INLET STRUCTURE (DETAIL SD3)	EACH	1	\$25,000.00	\$25,000.00	
5030163	Upgrade INLET STRUCTURE (DETAIL X)	EACH	1	\$6,000.00	\$6,000.00	
5030167	Upgrade OUTLET STRUCTURE (DETAIL Y)	EACH	1	\$9,000.00	\$9,000.00	
						\$40,000.00

Percentage Difference

75%

Say 75/25%

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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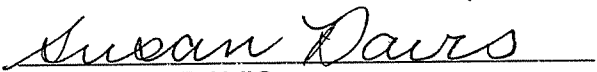
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0115TRN (**JPA 05-060**), an Agreement between public agencies, i.e., The State of Arizona and The Yavapai County Flood Control District, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 13, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:956163
Attachment